



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203

TELEPHONE (502) 587-5235

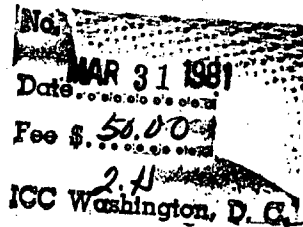
RECORDATION NO. 13021

LAW DEPARTMENT

MAR 31 1981 - 10 55 AM March 30, 1981 1-090A031

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423



RECEIVED
MAR 31 10 49 AM '81
I.C.C.
FEE OPERATION BR.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, six duly executed counterparts of an Interim Use Agreement dated as of March 26, 1981 between ACF Sales Corporation, whose address is 750 Third Avenue, New York, New York 10017, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

The equipment covered by this Interim Use Agreement is:

One Hundred (100) 60' 9" box cars, bearing the Louisville and Nashville Railroad Company's road numbers 105200 through 105299.

By this Interim Use Agreement, ACF Sales Corporation agreed to permit the Louisville and Nashville Railroad Company to use said equipment until May 16, 1981.

Attached hereto is a draft in the amount of \$50 payable to the Interstate Commerce Commission to cover the recordation fee for said Interim Use Agreement.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

Counterpart - S. P. Ruel

After recordation, please return the recorded counterparts of said Interim Use Agreement to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
P. O. Box 32290
Louisville, Kentucky 40232

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By David M. Yearwood
David M. Yearwood
General Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

David M. Yearwood
Louisville & Nashville RR Co.
908 W. Broadway
Louisville, Kentucky 40203

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/31/81 at 10:55AM , and assigned recordation number(s). 13021

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

INTERIM USE AGREEMENT

THIS AGREEMENT, dated as of March 26, 1981, by and between ACF SALES CORPORATION, a Delaware corporation (hereinafter called the "Manufacturer"), and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation (hereinafter called the "Vendee").

RECORDATION NO. 1302
MAR 31 1981-10 52 AM
INTERSTATE COMMERCE COMMISSION

W I T N E S S E T H:

The Manufacturer and the Vendee have heretofore entered into the Purchase Agreement (hereinafter called the "Purchase Agreement") referred to in Section 1 of Schedule A hereto attached (hereinafter called "Schedule A") whereunder the Manufacturer has agreed to construct and deliver to the Vendee at the delivery point specified in Section 2 of Schedule A and the Vendee has agreed to accept and pay for the railroad equipment (hereinafter called the "Cars") described in Section 3 of Schedule A; and

Inasmuch as the Vendee has not as yet consummated financing arrangements for the acquisition of the Cars, it is not in a position to accept delivery of and pay for the Cars under the terms of the Purchase Agreement at this time. The Vendee represents that such financing arrangements will be consummated on or before May 16, 1981. The Vendee (in order that it may use the Cars pending completion of the above financing arrangements) has requested the Manufacturer to give the Vendee temporary custody and possession of the Cars on their completion, solely as a bailee of the Cars, and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and of the promises of the parties herein contained, the parties agree as follows:

1. The Manufacturer agrees to deliver the Cars to the Vendee and the Vendee agrees to accept the Cars from the Manufacturer at the delivery point above referred to. The rights of the Vendee hereunder in respect of each Car shall commence on the date of acceptance of such Car and end on the earlier of May 16, 1981, or the date of payment of the purchase price of such Car under the above financing arrangements. When the purchase price of all the Cars has been paid, this Agreement shall automatically be terminated without further action by or notice to any party concerned. Risk of loss in respect to each Car will pass to the Vendee at the time such Car is shipped from our works.

2. Upon delivery of each Car to the delivery point, the Vendee's representative will execute a certificate of acceptance acknowledging the receipt of delivery of each Car under this Agreement and stating that such Car has been inspected and appears to conform to the specifications applicable thereto; provided, however, that the Manufacturer shall not thereby be relieved of any warranties it has made with respect to such Car. Title to the Cars shall remain in the Manufacturer and the Vendee's right and interest therein is and shall be solely that of possession, custody, and use as bailee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. The Vendee, without expense to the Manufacturer, will promptly cause this Agreement to be filed with the Interstate Commerce Commission for recordation under 49 USC 11303 of the Interstate Commerce Act. In addition, the Vendee shall do such other acts as may be required by law, or reasonably requested by the Manufacturer, for the protection of the Manufacturer's title to and interests in the Cars.

3. The Vendee agrees that it will permit no liens of any kind to attach to the Cars; and that it will

- (a) indemnify and save harmless the Manufacturer from any and all claims, expenses, or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges, and penalties

that may accrue or be assessed or imposed upon the Cars or the Manufacturer because of its ownership or because of the use, marking, operation, management or handling of the Cars by the Vendee during the term of this Agreement. The Vendee's obligations contained in this paragraph shall survive the termination of this Agreement by mutual agreement or otherwise.

4. The Vendee will, at its own expense, keep and maintain the Cars in good order and running condition and will at its option repair or replace or promptly pay to Manufacturer the purchase price in cash of those Cars which may be damaged or destroyed by any cause during the term of this Agreement. Upon the expiration or other termination of this Agreement, other than by payment of the purchase price, the Vendee will surrender and deliver up the Cars in good order and running condition to Manufacturer free of all charges at the point designated by the Manufacturer.

5. Prior to the delivery of each Car to the Vendee it will be numbered with a car number as set forth in Section 3 of Schedule A, and there shall be plainly, distinctly, permanently, and conspicuously marked and maintained by the Vendee upon each side of each Car in letters not less than one inch in height the words set forth in Section 5 of Schedule A.

6. The Vendee agrees with the Manufacturer that the execution by the Manufacturer of this Agreement or the delivery by the Manufacturer to the Vendee of the Cars, as contemplated by this Agreement, shall not relieve the Vendee of its obligations to accept, take, and pay for the Cars in accordance with the terms of the Purchase Agreement, or impair any of the Manufacturer's rights under the Purchase Agreement, which is by reference made a part of this Agreement as fully as though expressly set forth herein.

Attest:

ACF SALES CORPORATION


ASSISTANT SECRETARY

By


VICE PRESIDENT

Attest:

LOUISVILLE AND NASHVILLE RAILROAD COMPANY


ATTESTING OFFICER

By


Asst. Vice President

SCHEDULE A

SECTION 1. Purchase Agreement

ACF Sales Corporation proposal dated 11/20/80
Louisville And Nashville letter order dated 12/5/80
ACF Sales Corporation acknowledgement letter dated
January 14, 1981

SECTION 2. Delivery Point

FOB ACF plant, St. Louis, Missouri

SECTION 3. Railroad Equipment

100 60' 9" EOCC Box Cars
Numbered L&N 105200 - 105299

SECTION 4. Purchase Price

(\$56,750 (Subject to adjustment for agreed
mechanical changes)

SECTION 5. Markings on Cars

Louisville And Nashville Railroad Equipment Trust,
Series 12 - Mercantile-Safe Deposit And Trust Company,
Baltimore, Maryland, Trustee, Owner, Lessor

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 26th day of March, 1981, before me personally appeared J. D. BRINKERHOFF, to me personally known, who, being by me duly sworn, says that he is **VICE PRESIDENT** of ACF Sales Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anthony M. Romanello

ANTHONY M. ROMANELLO
Notary Public, State of New York
No. 31-4703607
Qualified in New York County
Commission Expires March 30, 1983

STATE OF Kentucky)
) SS.:
COUNTY OF Jefferson)

On this 30th day of March, 1981, before me personally appeared E. R. Englert, to me personally known, who, being by me duly sworn says that he is Asst. Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Norma J. Jones

Notary Public, State of Kentucky. at Large

My Commission expires March 4, 1985